

# Journal of Thoracic and Cardiovascular Surgery

## Overview

*The Journal of Thoracic and Cardiovascular Surgery* is an indispensable resource for surgeons for over 70 years.

Under the leadership of G. Alexander Patterson, MD, *The Journal of Thoracic and Cardiovascular Surgery* presents readers with original, peer-reviewed articles that address topics in: surgery for congenital and acquired heart disease, cardiopulmonary bypass, myocardial management and support techniques, cardiac and pulmonary replacement, general thoracic surgery, ethics and managed care. Readers have access to the latest information on immunosuppressive and antibiotic drugs, bioengineering approaches, and video-assisted techniques, as well as innovative approaches to thoracic surgical problems. Controversial articles are often followed by expert commentary, allowing readers to benefit from the knowledge and insight of leaders in the field.

Selected papers from the annual meetings of the sponsoring societies appear each year. *The Journal of Thoracic and Cardiovascular Surgery* is required reading for all physicians in training programs leading to certification in the specialty of thoracic surgery. All cardiothoracic surgery residents, as well as their program directors, have subscriptions through an educational grant.

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Global Print Circulation  
1,988

Avg. Global Monthly Visits  
28,995

Avg. Global Monthly Unique Visitors  
21,911

Avg. Global Monthly Page Views  
52,314

Avg. Global eTOC Distribution  
3,991

Affiliation

Official Publication of The American Association for Thoracic Surgery and  
The Western Thoracic Surgical Association

Audience

Thoracic and cardiothoracic surgeons, pediatric surgeons, general  
surgeons, anesthesiologists, oncologists, cardiologists, pulmonologists  
and radiologists.

Editor-in-Chief

G. Alexander Patterson, MD

Issuance

13 times per year

## Print Closings

VOLUME/ISSUE	PUBLICATION DATE	SPACE CLOSING	RUN OF BOOK ARTWORK DUE	PREPRINTED SUPPLIED PIECES DUE
165/1	January 2023	11/18/2022	11/23/2022	12/02/2022
165/2	February 2023	12/19/2022	12/22/2022	01/03/2023
165/3	March 2023	01/23/2023	01/26/2023	02/02/2023
165/4	April 2023	02/21/2023	02/24/2023	03/03/2023
165/5	May 2023	03/23/2023	03/28/2023	04/04/2023
165/6	June 2023	04/21/2023	04/26/2023	05/03/2023
166/1	July 2023	05/23/2023	05/26/2023	06/05/2023
166/2	August 2023	06/21/2023	06/26/2023	07/05/2023
166/3	September 2023	07/21/2023	07/26/2023	08/02/2023
166/4	October 2023	08/22/2023	08/25/2023	09/01/2023
166/5	November 2023	09/22/2023	09/27/2023	10/04/2023
166/6	December 2023	10/23/2023	10/26/2023	11/02/2023
167/1	January 2024	11/20/2023	11/27/2023	12/04/2023

## Cancellations:

No cancellations will be accepted after closing date. Covers and preferred positions are non-cancellable. Dates subject to change.

## Rates

FREQUENCY	FULL PAGE (BLACK & WHITE)	1/2 PAGE (BLACK & WHITE)	1/4 PAGE (BLACK & WHITE)
1x	\$ 2,645	\$ 1,940	\$ 1,420
3x	\$ 2,615	\$ 1,930	\$ 1,380
6x	\$ 2,545	\$ 1,835	\$ 1,345
12x	\$ 2,410	\$ 1,785	\$ 1,310
24x	\$ 2,385	\$ 1,780	\$ 1,295
36x	\$ 2,345	\$ 1,750	
48x	\$ 2,310	\$ 1,740	
60x	\$ 2,250	\$ 1,730	

METALLIC COLOR	4 COLOR	STANDARD COLOR	MATCHED COLOR
\$ 1,260	\$ 1,900	\$ 935	\$ 1,005

Cover Tips  
\$8,400

Outserts  
\$8,360

### Premium Positions

Cover 4: 50% B/W Page rate

Cover 2: 35% B/W Page rate

Cover 3: 25% B/W Page rate

Opposite TOC: 25% B/W Page rate

First Right Hand Page: 25% B/W Page rate

Other Preferred Positions: 10% B/W Page rate

### Earned Rates

Rates are based on the total units earned during a twelve-month period. Space purchased by a parent company and its subsidiaries is combined to determine earned rate.

For information about our Agency discount (including those for in-house agencies), please contact your Sales Representative.

### Inserts

Furnished inserts are billed at the black and white rate times the number of insert pages.

**Two-page insert (one leaf):** Two-times earned frequency rate.

**Four-page or larger insert:** Black & White earned frequency rate.

## Composition

All production charges are net and non-commissionable

PRINTING	FULL PAGE	HALF PAGE	QUARTER PAGE
Black & White only	\$150	\$125	\$95

## Acceptance of Advertising

The Publisher, Editor, and Association reserve the right to reject any advertising for any reason. Advertiser shall indemnify and hold harmless the Publisher, Editor, and the owner of the journal from and against any loss, expense, claim, or liability resulting from their advertisement. Advertiser warrants that its advertisements comply with all applicable laws, rules, and regulations. New copy must be submitted by ad space closing date.

\*State and local taxes may apply.

## Classified / back of book print closings

VOLUME/ISSUE	PUBLICATION DATE	CLASSIFIED SPACE CLOSING & RUN OF BOOK ARTWORK DUE
165/1	January 2023	11/14/2022
165/2	February 2023	12/13/2022
165/3	March 2023	01/17/2023
165/4	April 2023	02/14/2023
165/5	May 2023	03/17/2023
165/6	June 2023	04/17/2023
166/1	July 2023	05/17/2023
166/2	August 2023	06/15/2023
166/3	September 2023	07/17/2023
166/4	October 2023	08/16/2023
166/5	November 2023	09/18/2023
166/6	December 2023	10/17/2023
167/1	January 2024	11/14/2023

## Cancellations:

No cancellations will be accepted after closing date. Covers and preferred positions are non-cancellable. Dates subject to change.

## Classified / back of book print advertising

### Rates

FREQUENCY	FULL PAGE (BLACK & WHITE)	1/2 PAGE (BLACK & WHITE)	1/4 PAGE (BLACK & WHITE)
1X	\$ 2,610	\$ 2,080	\$ 1,665
3X	\$ 2,575	\$ 2,070	\$ 1,640
6X	\$ 2,520	\$ 1,985	\$ 1,595
12X	\$ 2,405	\$ 1,945	\$ 1,570

STANDARD COLOR	4 COLOR	MATCHED COLOR	METALLIC COLOR	CLASSIFIEDS (BACK-OF-BOOK): COLOR
\$ 895	\$ 1,830	\$ 965	\$ 1,210	\$ 690

### Confidential Email Inbox

Cost: \$40.

### Agency Discount

For information about our Agency discount (including those for in-house agencies), please contact your Sales Representative.

### Cancellations:

Must be received in writing on or before the announced closing date.

## Run of Book Print Ads

### Sizing

**Trim:** 8-1/8" x 10-7/8"

Keep live matter 1/4" from all trim edges.

**Binding:** perfect; Jogs to head

**Printing Process:** Litho Web

**Halftone Screen:** Cover: 150 line screen **Text:** 150 line screen

AD SIZE	NON-BLEED	BLEED
Trim	8-1/8" x 10-7/8"	
Full Page	7-5/8" x 10-3/8"	8-3/8" x 11-1/8"
Spread	15" x 10"	16-1/2" x 11-1/8"
1/2 Horizontal	7" x 5"	8-3/8" x 5-11/16"
1/2 Vertical	3-1/2" X 10"	4-5/16" X 11-1/8"
1/4 Page	3-1/2" x 5"	

## Specifications

### File Format

#### PDF or PDF/X-1a compliant files, saved as PDF version 1.4.

Transparencies within the supplied PDF(s) will be warned. **The transparent elements contained in your file(s) must be converted within the native layout application or flattened in Acrobat using the High Resolution Flattener Presets to avoid overprint issues.**

Saving your PDF to Acrobat 5 (PDF 1.4) compatibility will ensure transparent elements are flattened. *If the ad contains spot colors that are not converted to process colors (CMYK) before flattening, overprint and/or trap issues may occur.*

The following layout applications yield the optimum results for creating a print-compliant PDF and are expected to follow all requirements listed in this document:

- InDesign version 2 or higher (CC preferred)
- QuarkXPress version 6.5 or higher

Additional costs may apply if problems are encountered.

*NOTE: When using Adobe Illustrator it is preferred to have all fonts converted to outline/paths, and files submitted as EPS files.*

### Images

All high-resolution images and fonts must be included. TIFF & EPS files must conform to the following minimum resolution specifications:

- Grayscale and Color images: 300 dpi
- Combination Grayscale and Color images: 500-900 dpi
- Line art (Bitmap) images: 900-1200 dpi

Higher image resolutions are acceptable as they exceed the minimum requirements, but in some cases unnecessary resolution will be discarded to achieve smaller file sizes.

### Fonts

Use of OpenType and/or PostScript Type 1 fonts is encouraged. Include fonts for any embedded graphics. DO NOT use Type 3 or Multiple Master fonts. Avoid using Macintosh menu-stylized fonts, Macintosh "city" fonts (Chicago, Geneva, etc.) and Microsoft Outlook fonts (Tahoma, Impact, etc.).

## Page Layout

Regardless of the file format supplied, all ads must conform to the following specifications:

- Pages must be built to the final trim size. Any content that prints to the trim line must be extended an additional 1/8" (0.125") minimum bleed allowance beyond the trim on all sides.
- Any essential images or text ("live matter") should be positioned at least 1/4" (0.25") from trim edges.
- Supply as single page files only.
- Right Reading, Portrait Mode, 100% size, No Rotation.
- All fonts and graphics must be either embedded or included with the files and conform to the format type listed above. Images must also conform to the specifications above for minimum image resolution.
- All color ads should be supplied as composite files.
- Reverse type should be no less than 6pt. Fine lettering (thin lines, serifs) should be restricted to one color.
- Embedded images should not be scaled, cropped/masked or rotated within the page layout application but instead should be manipulated in a proper image editing program (ex. Photoshop) and then imported into the page layout program at proper size and position.
- DO NOT nest EPS files within EPS files.
- All lines and line art images should be of a minimum 1/3 pt thickness (1/2 pt for reverses) at final size to reproduce effectively on press.
- Special effects (ex. gradient, transparency, shadow, 3D effect) will be converted to raster object due to file compatibility.
- If needed, crop marks and SWOP color bars should be positioned 1/2" (0.50") outside trim (cannot appear within bleed area).

## Color Space

All color images and files are to be supplied as CMYK with a Total Area Coverage (TAC) not to exceed 300% for the darkest area of an image. Files supplied as RGB will be automatically converted to CMYK.

## Spot Colors

Spot colors are to be identified using the standard Pantone naming convention and not a custom color such as "Dark Blue." PMS colors will be converted to process unless otherwise specified. When using both art and layout programs be sure spot color naming is consistent in all applications (ex. Do not define both PMS 201CV and PMS 201CVC).

*NOTE: Any non-intended spot colors will be converted to CMYK.*

## Trapping and Screening

Overprints and knockouts should be defined. Files are NOT to be trapped or prescreened. Our Prepress service provider will use industry recognized trapping software to auto-trap your files for optimum performance and reproduction on press and will apply the appropriate screening. Note that these trap settings may force small text and fine graphics to overprint to hold registration on press.

## Proofs

If submitting a proof for color match on press, please send a SWOP-certified contract color proof (with SWOP proofing bar or GATF proof comparator), produced from the final submitted file and imaged at 100% scale. Revised proofs must be supplied whenever a text or design change is made. For a list of current SWOP-approved proofs visit <https://idealliance.org/systems-certification/certified-hard-copy-proofing-systems/>. Desktop inkjet printer proofs do not meet SWOP specifications. Elsevier cannot guarantee color match unless acceptable proof is provided. If a contract proof is not supplied Elsevier will run to standard ink densities and dot gains.

## Delivery

Submit PDF ad files to Elsevier ad portal at [www.ads4els.com](http://www.ads4els.com)

## Conformance to Specs

Variances from the above specifications may not yield results that conform to Elsevier quality control standards.

## Supplied Print Ad Pieces

- All pieces must be submitted to Publisher for approval of stock, design and other mechanical specifications
- All pieces subject to editorial approval
- Copy of piece must accompany insertion order
- Failure to meet specifications & packaging guidelines may result in additional charges and/or delays with insertion.

## Deadlines

**Close Date for Booking:** See space closing dates

**Delivery Date:** See preprinted supplied pieces dates

## Specifications

### Inserts

- **Size - 2 page:** 8-3/8" x 11-1/8"
- **Size - 4 page:** 16-3/4" x 11-1/8", furnish folded to 8-3/8" x 11-1/8"
- **Trimming:** 1/8" trimmed off top, bottom, gutter and face. Keep all live matter 1/4" from all trim edges. Note that a 1/2" safety must also be applied to both sides of the gutter/spine.
- **Insert Stock Weight:** For 2 page 80# text preferred; 4 to 8 pages – 60# text minimum; 80# text maximum. Inserts that do not meet these minimum/maximum weights must be sent to the publisher two weeks prior to advertising close date for evaluation and print compatibility.

## Quantity

Contact Ad Sales Services.

For conference copy distribution, contact Ad Sales Services

## Packing

- Packed in cartons one up, folded if four pages, flat if two pages.
- If sending for more than one issue, pack separately for each issue and clearly indicate journal title, issue date (month/year), product and quantity.
- Pieces should NOT be delivered shrink-wrapped.
- For conference copy distribution, contact Ad Sales Services

## Shipping

- All shipments must be clearly marked with journal title, issue date (month/year), product & quantity.
- If shipping pieces for more than one issue date, pack pieces for each issue separately and clearly delineate quantity for each.

## SHIPPING ADDRESS

**Journal of Thoracic and Cardiovascular Surgery**  
Sheridan NH  
69 Lyme Road  
Hanover, NH 03755  
United States  
Attn: Elsevier Team

## Disposition of Reproduction Material

All digital ad files will be held for twelve months only unless otherwise notified. Left over inserts will be held until the issue mails. After issue mailing is completed any unused inserts for that issue will be destroyed unless otherwise indicated on the insertion order. Excess inserts held in storage beyond completion of insertion date will be subject to storage charges.

## For Contracts, Insertion Orders & Production Materials

Send new print ad files and submit pickup ads to [www.ads4els.com](http://www.ads4els.com).

## Digital Specs

### Website

POSITIONS	AD	SIZE (PIXELS)	EXPANDABLE (PIXELS)	EXPANDABLE DIRECTION
Top	Leaderboard	728 x 90	728 x 315	Down
Top	Mobile Leaderboard	300 x 50 or 320 x 50	NA	NA
Side	MPU	300 x 250	600 x 250	Left
Side	Skyscraper	160 x 600 or 300 x 600	320 x 600	Left
On page load	Prestitial*	300 x 250 or 480 x 640	NA	NA

FORMATS	jpeg, png, gif, HTML5†, 3rd party tags
TRACKING PIXELS	Yes
MAX FILE SIZE	200 KB
MAX ANIMATION (TIME/LOOPS)	15 seconds/ 3 loops
PRESTITIAL FREQUENCY	1 impression/6hrs/user

\*Supply iFRAME tags for scrolling elements in ad; HTML5 must be provided as a 3rd party tag for prestitial banners.

†Excluding personally identifiable information (PII).

### eTOC Email

POSITION	AD	SIZE (PIXELS)
Top	Leaderboard	728 x 90
Middle	MPU	300 x 250

FORMATS	jpeg, png, gif, (static image only)
TRACKING PIXELS	No
MAX FILE SIZE	200 KB

MPU banners, positions 1, 2, 3, are stacked vertically  
Animation and expandable banners unavailable

### AIP Email

POSITION	AD	SIZE (PIXELS)
Top	Leaderboard	728 x 90
Side	Skyscraper	160 x 600
Middle	MPU	300 x 250

FORMATS	jpeg, png, gif, (static image only)
TRACKING PIXELS	No
MAX FILE SIZE	200 KB

Animation and expandable banners unavailable

Contact your sales representative for all digital advertising rates and opportunities.

### Rates

PLACEMENT	RATE	COMMENTS
Banner (CPM)	Available upon request	
eTOC Leaderboard	Available upon request	
eTOC Large Rectangle	Available upon request	
eTOC AIP	Available upon request	
Prestitial	Available upon request	

Digital rates vary by country, please contact the relevant contact person for rates outside of the US.

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**3. Execution and modification of the order** Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion. If, at the request of the Client, Elsevier renders additional Services in connection with the performance of the TC, Elsevier shall act in the name of, to the account of, and at the risk of the Client. Any dates specified by Elsevier for delivery/performance of the Products and Services are intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.

**4. Prices, taxes and currencies** Unless otherwise agreed by Elsevier in writing the price/rates for the Products and Services shall be those set out in Elsevier's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Client shall provide to Elsevier Client's VAT registration number or other evidence of tax exemption to Elsevier at the time of placing its order. If, under the laws of the territory in which Client is selling the Products, the Client is required to withhold any tax on the amounts payable to Elsevier under the TC, then the amount of the payment will be automatically increased to fully offset such tax, so that the amount actually remitted to Elsevier, net of all taxes, equals the amount invoiced or otherwise due. The Client will promptly furnish Elsevier with the official receipt of payment of those taxes to the appropriate taxing authority. All financial transactions must be settled in the currency of the applicable Elsevier invoice. The Client will be solely responsible at its own cost for completing any foreign exchange-related procedures in the said territory that are necessary to make payments to Elsevier under the TC, including without limitation all bank charges and foreign exchange charges.

**5. Payment** Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Elsevier may set and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credit limit. Legal and beneficial title in any tangible Products supplied by Elsevier to the Client shall remain with Elsevier until Elsevier has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Elsevier from the Client on any account. The Client may resell the Products before ownership has passed to it provided that any sale shall be effected in the ordinary course of the Client's business at full market value and any such sale shall be a sale of Elsevier's property on the Client's own behalf and the shall deal as principal when making such a sale. Elsevier shall be entitled to recover payment for the copies of the Product notwithstanding that ownership of any of the copies of the Product has not passed from Elsevier. For the avoidance of doubt no intellectual property rights in any Elsevier Products shall transfer to the Client. Products shall be at the Client's risk as from delivery. The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Elsevier to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 2% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Elsevier. If the Client wishes to dispute any invoice (or part), the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Elsevier in writing. The Client shall remain liable for any undisputed part of such invoice. Elsevier shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Elsevier for any other Product or Service under any other order, Elsevier reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Elsevier.

**6. Distribution** The Client shall not engage in piracy, reproduction, or plagiarism of the Products or any other products of Elsevier or its affiliates, nor shall it directly or indirectly facilitate any other party to engage in those activities. The Client shall promptly notify Elsevier if it becomes aware of any piracy, reproduction, or plagiarism of the Products by any third party. The Client is solely responsible for collecting from its customers amounts due in respect of its sales of the Products, exercising full credit control and solely bearing all of its own losses resulting from any uncollected amounts. Delays or failures in obtaining such payments will not affect the Client's obligation to make payments to Elsevier under clause 5.

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**8. Liability and claims to the MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS** (i) Elsevier shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kind imposed on Elsevier by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by the Client and Elsevier at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Elsevier; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR death OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE. ELSEVIER'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge that the liability of Elsevier is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

**9. Force majeure** If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

**10. Advertising & Reprints** Client is solely responsible for ensuring proposed advertising copy is received at Elsevier in electronic form (or such other form as specified by Elsevier) and within the relevant deadline set by Elsevier (the "Closing Date"). Where copy is received late or not at all, although Elsevier will endeavour to do so Elsevier may not be able to arrange for such copy to be published on the agreed date or for the agreed period. Payment for the campaign will however be required in full. When change of copy is not received before the Closing Date, copy run in previous issue may be inserted. Client shall retain a complete copy of all materials delivered to Elsevier. Elsevier shall take reasonable care but shall not be liable for accidental loss or damage thereto. Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other content (the "Advertising Content"). Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content will not violate any civil or criminal laws, rules or regulations or industry codes or any rights of any third parties including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (iii) Advertising Content complies with any applicable laws, rules, industry codes, regulations and generally prevailing custom and practice. Client agrees to indemnify Elsevier and to hold Elsevier harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Elsevier, arising out of or related to the Advertising Content or Client's breach or alleged breach of any of the foregoing representations and warranties. Elsevier reserves the right to reject any advertising and/or promotions that are not consistent with Elsevier's standards. In addition, Elsevier shall have the right, at any time, to remove any of Client's advertising and/or terminate this TC if Elsevier determines, in its sole discretion, that the Advertising Content or any portion or publishing thereof (i) violate Elsevier's then applicable advertising policy; (ii) violate any law, rule or regulation or industry code or if Elsevier is directed to do so by any law enforcement agency, court or government agency; (iii) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights or (iv) are otherwise objectionable to Elsevier. In such event, Elsevier may either (i) publish alternative Advertising Content in consultation with the Client or (ii) refund to Client a pro rata portion of the fee which Client has paid to Elsevier for display of the Advertising Content (if Client has paid Elsevier a flat fee). Elsevier will not be liable for the timely appearance or accuracy of any advertisement supplied by the Client. Elsevier may terminate this TC at any time in the event of a breach of this TC by Client. Orders must specify a definite schedule of insertions, issues and sizes of space for a specific advertiser. Two or more advertisers are not permitted to use space under the same order. No advertising orders will be accepted for periods longer than one year. Where an order for a series of advertisements has been given a discounted rate for volume by Elsevier, and the Client does not order the quoted volume, Elsevier shall be entitled to re-calculate the price for the actual volume at the end of the applicable year at a reduced discount and the Client shall pay any additional amount found owing. If the Client orders in excess of the quoted volume, Elsevier shall return to the Client any amount overpaid by the Client. Orders specifying positions are accepted subject to the right of Elsevier to determine actual positions. If Elsevier considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client will have the right to cancel the order for that advertisement, if the alterations requested are unacceptable, unless such changes are due to an event of force majeure. Elsevier can only supply reprints of published material and shall be entitled to reject any order for reprints of material that has not been published.

**11. Audit** Client shall allow Publisher's authorized representative at any reasonable time to have access to Client's premises (or to arrange for Publisher's authorized representatives to have access to other relevant premises) for the purpose of inspecting Client's facilities, books and records to verify Client's compliance with the TC.

**12. Compliance with laws** Client shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under this Agreement, including, without limitation, the RELX Suppliers Code of Conduct at Suppliers Code of Conduct and Applicable Laws related to bribery, including, without limitation any such Laws that are enforced internationally (such as the United States Foreign Corrupt Practice Act and the UK Bribery Act) and those enforced in the country where business is being conducted and/or the Client's place of business or residency. Client and its officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither the Client nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the Client, Elsevier, and/or any affiliate of Elsevier for personal gain or for that of Elsevier or Elsevier's affiliates (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of Products or Services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws. The Client further agrees that he/she will not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of Elsevier.

**13. Cancellations & Returns** If the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Elsevier. Orders for advertisements must be cancelled in writing prior to the relevant ad space closing date, but in the event that any cancellations are made after such date, Elsevier shall be entitled to charge the full cost of the advertisement. Any returns of the products shall be subject to the relevant Elsevier company's return policy applicable to the product at the time of the return. Details of such policies will be provided to the Client upon request. Reprints cannot be returned once these have been printed.

**14. General** The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the corporate domicile of the Elsevier company which is providing the Products or Services. The parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile. The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.

Circulation updated on August 18th, 2022, based on 12-month monthly average July 2021-June 2022.

eTOC Metrics: 6 Month Average of eTOC sends - Nov 2022 to April 2023